IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:	Niklas Johansson , et al.	§	Group Art Unit:	3625
Application No	10/550,041	§	Examiner:	Bayat, Bradley B
Filed:	09/08/2006	§	Confirmation No:	6177

Attorney Docket No: P18159-US1
Customer No.: 27045

For: A Method And Apparatus For Supporting Content Purchases Over A Public Communication Network

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APPEAL UNDER 35 U.S.C. §134

This Brief is submitted in connection with the decision of the Primary Examiner set forth in Final Official Action dated January 7, 2011, finally rejecting claims 1-17, which are all of the pending claims in this application.

The Commissioner is hereby authorized to charge any appropriate fees under 37 C.F.R. §41.20(b)(2) that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1379.

Real Party in Interest

The real party in interest, by assignment, is: Telefonaktiebolaget LM Ericsson (publ)
SE-164 83
Stockholm, Sweden

Related Appeals and Interferences

None.

Status of Claims

Claims 1-17 are pending in the present application, each of which are finally rejected and form the basis for this Appeal. Claims 1-17 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Publication No. 2004/0068473 to Cooper, et al. ("*Cooper*") in view of U.S. Patent Publication No. 2004/0029566 to Cunningham, et al. ("*Cunningham*"). Claims 1-17, including all amendments to the claims, are attached in the Claims Appendix. The rejection of claims 1-17 is appealed.

Status of Amendments

The claims set out in the Claims Appendix include all entered amendments. No amendment has been filed subsequent to the final rejection.

Summary of Claimed Subject Matter

Claim Element	**Specification Reference**
1. A method of supporting purchases of content over a public communication network from a content provider to a customer using an access operator for communication, at a server controlled by the content provider receives a purchase request for content over said public network from a terminal operated by the customer, comprising the steps of:	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5
the content provider server sending a purchase indication message to a transaction router to indicate the purchase request and ask for validation of the purchase, the transaction router having established a trusted relationship with the content provider and with the access operator,	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5
the content provider server sending a	Throughout the specification, including

URL network address to the customer terminal to connect the customer with the transaction router for performing a purchase dialogue,	page 10, line 9 through page 12, line 7; Figures 3-5
the transaction router validating the requested purchase in response to said purchase indication message, including checking whether the access operator approves the requested purchase, and asking the customer to confirm the purchase during said purchase dialogue,	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5
the transaction router sending a purchase validation status to the content provider server including the status of the access operator's approval and the customer's purchase confirmation, and	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5
the content provider delivering content to the customer according to the requested purchase, if the purchase has been properly validated by means of the provided purchase status,	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5
such that the access operator can charge the customer for the purchase.	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5

Claim Element	**Specification Reference**
9. A method according to claim 1, wherein that each of said established relationships includes a business agreement and necessary technical interfaces.	Throughout the specification, including page 4, line 22 through page 5, line 3; page 9, line 24 through page 10, line 8; Figures 3-5

Claim Element	**Specification Reference**
10. A transaction router having an established trusted relationship with each of a plurality of content providers and each of a plurality of access operators, respectively,	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5

wherein the transaction router is adapted to act as a common payment mediator between said operators and said content providers for content purchases over a public communication network, the transaction router adapted to:	
receive a purchase indication message from a content provider server, said purchase indication message indicating that a content purchase is requested over the public network from a terminal operated by a customer using an access operator for communication,	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5
perform a purchase dialogue with the customer who is connected to the transaction router by means of a URL network address sent from the content provider server,	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5
validate the requested purchase in response to the received purchase indication message, by checking whether the access operator approves the requested purchase and asking the customer to confirm the purchase during said purchase dialogue, and	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5
send a purchase validation status to the content provider server including the status of the access operator's approval and the customer's purchase confirmation,	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5
such that the content provider can deliver content to the customer according to the requested purchase if the purchase has been properly validated by means of the provided purchase status, and the customer can be charged for the purchase by the access operator.	Throughout the specification, including page 10, line 9 through page 12, line 7; Figures 3-5

Claim Element	**Specification Reference**
17. A transaction router according to any claim 10, wherein that each of said established trusted relationships includes a	Throughout the specification, including page 4, line 22 through page 5, line 3; page 9, line 24 through page 10, line

business agreement and any necessary technical interfaces.	8; Figures 3-5

The specification references listed above are provided solely to comply with the USPTO's current regulations regarding appeal briefs. The use of such references should not be interpreted to limit the scope of the claims to such references, nor to limit the scope of the claimed invention in any manner.

Grounds of Rejection to be Reviewed on Appeal

1.) Claims 1-17 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Publication No. 2004/0068473 to Cooper, et al. ("*Cooper*") in view of U.S. Patent Publication No. 2004/0029566 to Cunningham, et al. ("*Cunningham*").

Argument

1.) Claims 1-8 and 10-16 are patentable over the proposed *Cooper-Cunningham* combination.

As noted in the M.P.E.P., "[t]he key to supporting any rejection under 35 U.S.C. § 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious." M.P.E.P. ch. 2142. The Federal Circuit has supported this position, stating that "'rejections on obviousness cannot be sustained with mere conclusory statements.'" *Id.* (citing *In re Kahn*, 441 F.3d 977, 988, 78 USPQ2d 1328, 1336 (Fed. Cir. 2006)). Because the Examiner has not clearly shown how each and every claim limitation is made obvious by the cited references, Appellant respectfully requests reconsideration and allowance of Claims 1-8 and 10-16.

For instance, independent Claim 1 recites a method comprising the step, "the content provider server sending a URL network address to the customer terminal to connect the customer with the transaction router for performing a purchase dialogue." Although differing in scope, independent Claim 10 recites a similar limitation. Appellant respectfully contends that the Examiner has not provided a suitable articulation of how

the cited references—either alone or in combination—disclose, teach, or suggest these limitations. The Examiner has consistently conceded that *Cooper* fails to disclose or suggest these limitations. *See, e.g., Final Office Action* at p. 3. Instead, the Examiner relies on *Cunningham* as allegedly disclosing the limitations. *Id.* Although Appellant agrees regarding the shortcomings of *Cooper*, Appellant respectfully contends that *Cunningham* fails to cure these deficiencies.

Cunningham is directed to "method for controlling or monitoring access to the content of telecommunicable data files provided by content providers to authorised recipients." *Cunningham* at ¶ 0001. To reject the claims, the Examiner originally cited to a portion of *Cunningham* that describes "a charging system" that can be implemented using a conventional e-commerce system "with the addition of a single link to the toll sever on the content provider's sales confirmation web-page (e.g. a single button labeled 'Buy Now' or 'Proceed' etc)." *Id.* at ¶ 0126 (emphasis added). According to *Cunningham*, "[t]his link uses a URL which encodes the transaction data including amount, etc." *Id.* This link is added to a sales confirmation web-page and is merely used to encode the transaction data, i.e., it occurs after a transaction. Therefore, this URL is not used "to connect the customer with the transaction router for performing a purchase dialogue." Consequently, the cited portion of *Cunningham* fails to disclose the above-recited element from Claim 1.

In response to these arguments, the Examiner has pointed to additional portions of *Cunningham*, stating that "[t]he toll server in Cunningham receives authorization data from a potential recipient and communicates data for validation and purchase wherein the toll server device enables links between the web server, the customer and the toll server." *Advisory Action* at p. 2. Without conceding the accuracy of this statement, Appellant respectfully points out that the Advisory Action, along with the cited portions of *Cunningham* fail to clearly articulate how any such links connect a customer with a transaction router for performing a purchase dialogue. For at least these reasons, Appellant respectfully contends that the Examiner has not provided a *prima facie* case of obviousness, and Claims 1 and 10, along with their respective dependent claims, are allowable over the cited references. Appellant respectfully requests reconsideration and allowance.

2.) Claims 9 and 17 are patentable over the proposed *Cooper-Cunningham* combination.

Claims 9 and 17 depend from independent Claims 1 and 10, respectively, and incorporate all the limitations thereof. As shown above, the proposed *Cooper-Cunningham* combination fails to disclose, teach, or suggest every limitation of independent Claims 1 and 10. Therefore, dependent Claims 9 and 17 are allowable over the cited references for at least the same reasons as independent Claims 9 and 17.

Additionally, Appellant respectfully contends that the Examiner has not provided a suitable articulation of how the additional limitations of dependent Claims 9 and 17 are disclosed taught, or suggested by the cited references. For instance, the cited references—either alone or in combination—fail to disclose, teach, or suggest "each of said established relationships includes a business agreement and necessary technical interfaces," as required by Claims 9 and 17.

The Office Action relies on portions of *Cooper* as allegedly disclosing this limitation. *Final Office Action* at p. 5. However, the cited portions disclose a transaction validation server that may query a database to determine "what arrangements, if any, the customer 10 has made to pay for the content requested." *Cooper* at ¶ 0017. Initially, Appellant respectfully contends that this fails to disclose "each of said established relationships includes a business agreement and necessary technical interfaces." Furthermore, this cited passage discusses relationships between a requesting customer and a content provider. *Id.* The claim limitations, on the other hand, relate to established relationship between a content provider and access operator, those relationships including a business agreement and necessary technical interfaces. The cited portion of *Cooper* fails to disclose **any** established relationship with an access operator, much less a business agreement **and** necessary technical interfaces.

In response to this clear rebuttal, the Examiner has not provided any response or additional articulation to support these obviousness rejections. *See Advisory Action.* For at least these reasons, Appellant respectfully contends that the Examiner has not

provided a *prima facie* case of obviousness, and Claims 9 and 17 are allowable over the cited references. Appellant respectfully requests reconsideration and allowance.

3.) The proposed *Cooper-Cunningham* combination is improper.

Appellant respectfully notes that, for an obviousness rejection to be appropriate, the Examiner must "identify a reason that would have prompted a person of ordinary skill in the relevant field to combine the elements in the way the claimed new invention does." *KSR Intern. Co. v. Teleflex Inc.*, 127 S.Ct. 1727, 1742 (2007).). "[A] patent composed of several elements is not proved obvious merely by demonstrating that each of its elements was, independently, known in the prior art." *Id.* Appellant respectfully submits that the Examiner's proposed basis for combining the cited references has continuously failed to satisfy this requirement.

The Office Action dated July 23, 2010 contained only the following simple conclusory statement:

> It would have been obvious to one of ordinary skill in the art at the time of the invention to include features and steps as taught by Cunningham in the system and method of Cooper, since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

These bare assertions, however, failed to satisfy the standard set forth by *KSR*. Not only are these assertions simply conclusory statements that fail to identify <u>any</u> reasoning or evidence that supports their conclusion, they mischaracterize the cited references.

For example, the Examiner equates the "purchase indication message" recited by claim 1 with the "validation request 22" described by *Cooper*, and equates the "transaction router" recited by claim 1 with the "validation server 14" described by *Cooper*. *See Office Action* at p. 4; *Cooper* at ¶ 0016. The Examiner also equates the "URL network address [sent] to the customer terminal" with the "single link to the toll sever" described by *Cunningham*, and equates the "transaction router" recited by claim 1 with the "toll server" described by *Cunningham*. *See Office Action* at p. 4; *Cunningham* at ¶ 0126.

Notably, *Cooper* indicates that "validation request 22 includes data identifying the customer 10 and may include other data identifying the content" and that "[t]he validation request 22 may also include a price to be charged for the content." *Cooper* at ¶ 0016. Similarly, *Cunningham* indicates that the "link to the toll server . . . uses a URL which encodes the transaction data including amount, etc." *Cunningham* at ¶ 0126. Thus, under the proposed combination of *Cooper* and *Cunningham*, **both** the "validation request" of *Cooper* and the "link to the toll server" of *Cunningham* are used to transmit transaction data such as price to the same remote element. Thus, contrary to the assertions of the Examiner, the "link to the toll server" would not have "performed the same function as it did separately," because doing so would make the "link" completely redundant and superfluous in light of the "validation request 22" that carried the same information. Moreover, in light of this overlap in functionality, one of skill in the art would have no motivation to combine *Cooper* and *Cunningham* as described, and the proposed *Cooper-Cunningham* combination is thus improper for at least these reasons.

In response, the Final Office Action merely states that "Applicant's argument of 'overlap in functionality' is unpersuasive and without merit because Applicant's conclusion of redundancy is erroneous." *Final Office Action* at p. 6. However, this is another conclusory statement, as the Examiner does not provide **any** articulated reasoning to clarify why Appellant's position is erroneous. As clearly articulated above, under the Examiner's proposed mapping of claim elements, there would be such an overlap of functionality, that one of skill in the art would not have any motivation to combine the references as suggested. The Advisory Action does not even address this issue.

As such, Appellant respectfully maintains that the proposed *Cooper-Cunningham* combination is improper, and the Examiner has not provided a suitable reason to justify their combination for use in an obviousness rejection. For at least all the reasons discussed above, Applicants respectfully request reconsideration and allowance of claims 1 and 10, and their respective dependent claims.

CONCLUSION

The claims currently pending in the application are patentable over Sawahashi, and the Appellants request that the Examiner's rejection thereof be reversed and the application be remanded for further prosecution.

Respectfully submitted,

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CLAIMS APPENDIX

1. (Previously Presented) A method of supporting purchases of content over a public communication network from a content provider to a customer using an access operator for communication, at a server controlled by the content provider receives a purchase request for content over said public network from a terminal operated by the customer, comprising the steps of:

the content provider server sending a purchase indication message to a transaction router to indicate the purchase request and ask for validation of the purchase, the transaction router having established a trusted relationship with the content provider and with the access operator,

the content provider server sending a URL network address to the customer terminal to connect the customer with the transaction router for performing a purchase dialogue,

the transaction router validating the requested purchase in response to said purchase indication message, including checking whether the access operator approves the requested purchase, and asking the customer to confirm the purchase during said purchase dialogue,

the transaction router sending a purchase validation status to the content provider server including the status of the access operator's approval and the customer's purchase confirmation, and

the content provider delivering content to the customer according to the requested purchase, if the purchase has been properly validated by means of the provided purchase status,

such that the access operator can charge the customer for the purchase.

2. (Previously Presented) A method according to claim 1, wherein that the access operator charges the customer for the purchase by means of a subscription bill or a pre-paid card.

3. (Previously Presented) A method according to claim 1, wherein that said purchase validation status is sent in response to a purchase status request from the content provider.

4. (Previously Presented) A method according to claim 1, wherein that validating the requested purchase further includes identifying the operator based on received customer identification for the customer.

5. (Previously Presented) A method according to claim 4, wherein that said customer identification is any of:

a telephone number,
a network address or
a subscription identity.

6. (Previously Presented) A method according to claim 4, wherein that validating the requested purchase further includes identifying the customer based on said received customer identification.

7. (Previously Presented) A method according to claim 1, wherein that a purchase confirmation is received after prompting the customer in the purchase dialogue.

8. (Previously Presented) A method according to claim 1, wherein that a charge request for the purchase is sent from the content provider to the transaction router when the content has been delivered.

9. (Previously Presented) A method according to claim 1, wherein that each of said established relationships includes a business agreement and necessary technical interfaces.

10. (Previously Presented) A transaction router having an established trusted relationship with each of a plurality of content providers and each of a plurality of access operators, respectively, wherein the transaction router is adapted to act as a common payment mediator between said operators and said content providers for content purchases over a public communication network, the transaction router adapted to:

receive a purchase indication message from a content provider server, said purchase indication message indicating that a content purchase is requested over the public network from a terminal operated by a customer using an access operator for communication,

perform a purchase dialogue with the customer who is connected to the transaction router by means of a URL network address sent from the content provider server,

validate the requested purchase in response to the received purchase indication message, by checking whether the access operator approves the requested purchase and asking the customer to confirm the purchase during said purchase dialogue, and

send a purchase validation status to the content provider server including the status of the access operator's approval and the customer's purchase confirmation,

such that the content provider can deliver content to the customer according to the requested purchase if the purchase has been properly validated by means of the provided purchase status, and the customer can be charged for the purchase by the access operator.

11. (Previously Presented) A transaction router according to claim 10, wherein validating the requested purchase comprises identifying said access operator and said customer based on received customer identification.

12. (Previously Presented) A transaction router according to claim 10, wherein that the transaction router is further adapted to register the purchase including storing purchase information.

13. (Previously Presented) A transaction router according to claim 12, wherein that the transaction router is further adapted to send the purchase status in response to a purchase status request from the content provider.

14. (Previously Presented) A transaction router according to claim 10, wherein that the transaction router is further adapted to receive a charge request for the purchase from the content provider, as the content has been delivered.

15. (Previously Presented) A transaction router according to claim 10, wherein that the transaction router is further adapted to perform identification and authorisation of the customer, in order to validate the requested purchase.

16. (Previously Presented) A transaction router according to claim 10, wherein that the transaction router is further adapted to prompt the customer in said purchase dialogue to receive a purchase confirmation.

17. (Previously Presented) A transaction router according to any claim 10, wherein that each of said established trusted relationships includes a business agreement and any necessary technical interfaces.

* * *

EVIDENCE APPENDIX

None.

RELATED PROCEEDINGS APPENDIX

None.